

## LANDMARK REWARDS TERMS AND CONDITIONS

The Landmark Rewards Program is a promotional rewards program offered by Landmark Bank and administered by our Program Administrator, BreakAway Loyalty LLC. The following Landmark Rewards Terms and Conditions apply to you if you have an “Eligible Landmark Bank Card”.

### DEFINITIONS

The following terms have the following meanings:

“**Eligible Landmark Bank Card**” means a Landmark Bank Plutonium Credit Card, a Landmark Bank Signature Credit Card, a Landmark Bank Small Business Credit Card Account, an enrolled Landmark Bank Consumer Debit Card, an enrolled Landmark Bank Business Debit Card, an enrolled Landmark Bank HSA Debit Card, or an enrolled Landmark Bank Concierge Debit Card. Landmark Bank Commercial Credit Cards, Fleet Cards, ATM Only Cards, Payroll Cards, or any other card type not listed, are not an Eligible Landmark Bank Card.

“**Landmark Rewards Account**” means the account associated with an Eligible Landmark Bank Card in which records relating to available Landmark Rewards Points are maintained.

“**Landmark Rewards Points**” means the rewards points that accumulate in a Landmark Rewards Account and that can be used as described in these Landmark Rewards Terms and Conditions.

“**Landmark Rewards Website**” means the website at [www.LandmarkBank.com/Rewards](http://www.LandmarkBank.com/Rewards) at which you may login and view information about your Landmark Rewards Account, designate certain merchants or other options for various bonus points that may be available from time to time and otherwise obtain information about the Landmark Rewards Program.

“**Net Qualified Purchase**” means Qualifying Purchases, less any returns, credits or adjustments that are not payments.

“**Qualifying Purchase**” means any purchase with an Eligible Landmark Bank Card, except finance charges, fees, cash advances, convenience checks, ATM withdrawals, foreign transaction currency conversion charges, wager or lottery tickets and casino gaming chips. Payments of loans or other cash equivalent transactions or insurance charges posted to your account or for any transaction in which you use a PIN. You will not earn points for any purchase where you enter a PIN, even if the merchant requires you to enter a PIN to complete the purchase.

“**You**” or “**your**” means each holder (whether one or more) of an Eligible Landmark Bank Card.

### EARNING LANDMARK REWARDS POINTS ON YOUR ELIGIBLE LANDMARK BANK CARD

Eligible Landmark Bank Credit Cards will be auto-enrolled in the Landmark Rewards Program upon account opening and earned Landmark Rewards Points will accrue in the Landmark Rewards Account associated with the Eligible Landmark Bank Credit Card Account. Points earned for Small Business Credit Card may be accumulated to a single Central Billing account. If you enroll a Small Business Credit Card account, you certify that all account owners, signers and co-applicants are aware of and approve of your Landmark Rewards enrollment, use, and any rewards redemptions made with your Landmark Rewards Program account and the Landmark Rewards Program Terms and Conditions.

Eligible Landmark Bank Debit Cards will not be auto-enrolled in the Landmark Rewards Program. Eligible Landmark Bank Debit Cards must first be enrolled in the Landmark Rewards Program or linked to an existing Landmark Rewards Program through the Landmark Rewards Program website before points can be accrued for eligible purchases. When you enroll or link a Debit Card, all Debit Cards tied to the associated checking account will be linked and cannot be unlinked. By enrolling a Debit Card, you certify that all account owners, cardholders and signers grant you permission to earn and redeem points for all Debit Card purchases in the Checking Account. You understand that the same Debit Card and Credit Card accounts can be linked to multiple Landmark Rewards accounts.

Points may be represented as a Cash Back amount based on the Cash equivalent value of the points when the promotional or marketing material is created.

The Landmark Rewards Program applies to all Qualifying Purchases charged to your Eligible Landmark Bank Card as follows:

- **Landmark Bank Plutonium Credit Card** - for every one dollar charged for purchases, you will receive three Landmark Rewards Points.
- **Landmark Bank Signature Credit Card** - for every one dollar charged for purchases, you will receive five Landmark Rewards Points.
- **Landmark Bank Small Business Credit Card** - for every one dollar charged for purchases, you will receive three Landmark Rewards Points.
- **Enrolled Landmark Bank Consumer, HSA, Business and Concierge Debit Card** - for every one dollar in purchases where **no** PIN is entered, you will receive one Landmark Rewards Point.

If you return a purchase and receive a credit to your account, those points will be deducted from your total. Points earned for fraudulent transactions reversed from your account will also be deducted from your point total.

#### **OTHER LIMITATIONS**

The Landmark Rewards Program is based on Net Qualified Purchases and Landmark Rewards Points are not earned for any transactions that are not Qualified Purchases. Landmark Rewards Points are deducted for returns. Landmark Bank, in its discretion, will determine whether any purchase is a Qualified Purchase. All such determinations by Landmark Bank are final.

#### **MERCHANT SPECIFIC BONUS POINT OFFERS**

From time to time, specific merchant bonus point offers may be available through the Landmark Rewards Website. If a purchase meets the requirements for the specific merchant bonus points, the applicable Landmark Rewards Account will earn points at the participating merchants in addition to the standard purchase Landmark Rewards points detailed in this terms and conditions.

Offers extended by some participating merchants may apply to online qualifying purchases only. Online offers at participating merchants must be accessed by clicking on the link for the specific offer displayed on Landmark Rewards. **For offers only available online, if you visit a participating merchant directly without clicking on the link in the specific offer, you will not earn Landmark Rewards bonus points.**

#### **BONUS POINT OFFERS**

Bonus Point Offers are special offers for extra Landmark Rewards Points that may be offered from time to time. Bonus Point Offers are subject to change or cancellation at any time without notice at our discretion. The expiration date for Bonus Points may differ from the expiration date of other earned points. Please refer to the specific Bonus Point Offer information available to you either by mail or online at the Landmark Rewards website for details

regarding the terms of any Bonus Point Offer. Bonus point offers may be customer specific and you may not be eligible for a Bonus Point Offer, even if you take or have taken the action specified in the Bonus Point Offer. All bonus points' offers are subject to change without notice and we may place a maximum bonus reward amount on any or all bonus points offers without notice.

### **LINKING ACCOUNTS**

We may allow you to consolidate your Eligible Landmark Bank Cards to your Landmark Rewards Account with other accounts in your household in order to combine points. If we do, you agree that you will only request linking if you are an owner on the associated account. You also agree that any signer or authorized user of the enrolled Card, or of the associated account for those products, may request linking cards issued for that account. We may unlink accounts at any time and may terminate your ability to link accounts at any time without prior notice to you. You cannot link Consumer and Business products in the same Landmark Rewards account.

We may automatically link Debit Card numbers within the same checking account and we may not allow you to "unlink" Debit Cards held within the same checking account. When you enroll or link a debit card, you certify that you are entitled to all points earned on all cards linked to the same checking account. If you or another person link to an account that is already assigned to a Landmark Bank Rewards Customer #, those accounts will be merged into one Landmark Bank Rewards Customer #, which may give you access to points that another Landmark Rewards member can also see. It is your responsibility to notify all other account owners when you link accounts. You agree to hold Landmark Bank harmless for disputes related to points redeemed by other account owners, signers or cardholders. You further agree to defend Landmark Bank against any disputes related to points you redeem from a linked card or account. You further agree that Landmark Bank may collect equal value of points that you earned on a card that you did not own; this includes but is not limited to reducing your Landmark Rewards balance and/or withdrawing the cash equivalent value of the points from a Landmark Bank deposit account you own or co-own.

### **POINTS EXPIRATION**

Landmark Rewards Points expire 3 years after they are earned unless we tell you otherwise.

### **REDEMPTION OF LANDMARK REWARDS POINTS**

Landmark Rewards Points can be redeemed, in increments specified on the Landmark Rewards Program website, for Reward items, which may include merchandise, statement or account credit, travel, gift cards, or special promotional offers by visiting the Landmark Rewards Website [www.LandmarkBank.com/Rewards](http://www.LandmarkBank.com/Rewards), or by calling Rewards customer service at **855-445-6830**. You may select Rewards from any level or category as long as you have a sufficient number of Landmark Rewards Points available in your Landmark Rewards Account at the time of your redemption.

Landmark Rewards point requirements assigned to any Reward are subject to change from time to time without notice, and Rewards may be removed or substituted at any time. Landmark Rewards Points cannot be used with any other offer, promotion or discount; or earned from or transferred to any other account or rewards program, unless otherwise specified.

In the event you redeem unearned points, or if points are deducted from your Landmark Rewards Account, causing a negative point balance, we may charge your associated account(s) for the actual cash value of the negative points balance.

### **REWARDS**

Rewards offerings are subject to availability and may change at any time without notice. It is your sole responsibility to understand all rules and guidelines related to any redemption you make and you agree to hold Landmark Bank

and its affiliates, and any vendors or other providers associated with the Landmark Rewards Program harmless for any issues related to or arising from a redemption or the use of any redemption made using your Landmark Rewards account.

**Airline tickets** will be for no more than the amount designated in the redemption schedule, including tax and destination charges, unless you elect to pay the difference in fare and have this amount charged to your Eligible Landmark Bank Card. All airline ticket Rewards are for coach class travel (unless otherwise noted) and confirmed at the airline's lowest applicable fare in the market. You choose the airline and travel dates, subject to availability. You are responsible for any taxes, fees, or other charges associated with the issuance of tickets for airline travel but not otherwise covered by the airline's redemption of travel Rewards, which must be charged to your Eligible Landmark Bank Card at the time of redemption. Interim stopovers of more than four (4) hours, circle trips, or open jaw itineraries are not permitted. There is no limitation on the number of connections and there are no blackout dates. All airline ticket Rewards are non-refundable and non-changeable, unless you elect to change the ticket directly with the airline and you are willing to pay any fees charged by the airline for changes. Tickets are subject to the applicable airline rules and regulations. Neither Landmark Bank nor the Program Administrator is responsible for the communication of airline schedule changes. Flight reservations should be reconfirmed at least 72 hours prior to departure directly with the ticketing airline. The traveler will need to have the appropriate government issued photo ID at airport check-in. Failure to show for a ticketed flight reservation will invalidate the use of the airline ticket and result in forfeiture of redeemed Landmark Rewards Points for the ticket. You are responsible for paying a \$30.00 redemption fee for each ticket at the time of redemption using the applicable Landmark Bank Card.

Air Travel Discount Rewards of any value are applied to the cost of the tickets. No refunds or credits are given for discounts exceeding the cost of the tickets.

We do not guarantee your preferred airline or travel itinerary will be available for redemption. All tickets will be issued as electronic tickets unless this service is not provided by the airline. You have the option of having paper tickets (if applicable), vouchers, itineraries, and other travel documents delivered to your Eligible Landmark Bank Card billing address via express courier and the cost charged to your Eligible Landmark Bank Card. You may also elect to have tickets, vouchers, itineraries, and other travel documents delivered to your billing address by uninsured first class mail.

**Hotel Rewards and Car Rental Rewards**, once issued are non-refundable and non-cancelable. You are responsible for paying a redemption fee of up to \$50 at the time of redemption using your Landmark Bank Card.

**Cash Rewards** will be fulfilled as a statement credit to the applicable Eligible Landmark Bank Credit Card or Primary Account linked to your Eligible Landmark Bank Debit Card. If there are multiple product types linked to one Landmark Rewards Account, we will select which account to credit at our discretion. Rewards statement credits made to your Eligible Landmark Bank Credit Card will lower your credit card balance but will not be applied to your next payment due. We may increase or decrease the minimum Cash Rewards redemption dollar amount at any time without notice. Cash Rewards will be deposited or credited to the designated account selection within 30 days after a redemption is made. For questions, concerns, or to update the account information on file, contact Rewards Customer Services center at 855-445-6830 before completing your redemption.

**Hotel Certificates/Gift Cards**, once issued are non-refundable and non-cancelable. You are responsible for making hotel reservations. Check with the hotel regarding participation and availability at the time of reservation.

**Cruise Rewards**, once booked, are non-refundable and non-cancelable. All cruise Rewards must be booked at least sixty (60) days prior to the requested sailing date. Cruise Rewards are based on double occupancy for an interior

cabin. At least one member sailing must be 21 years of age or older. Reservation changes are subject to change fees imposed by the cruise line. You are responsible for paying a \$50.00 redemption fee at the time of redemption using your Landmark Bank Card.

**Rental Car Travel Vouchers** are valid at participating locations towards a rental made in accordance with the terms and conditions of the rental agreement. The renter must meet the age, credit, and driver qualifications in effect at the time and place of the rental and must meet the minimum standards of the rental company. Advance reservations are recommended.

**Gift Cards**, once issued are non-refundable and non-cancelable.

**Merchandise**, once ordered, can only be exchanged in the event that it arrives defective or damaged. Note any damages or shortages on the delivery receipt before signing to accept delivery from the carrier. A merchandise Reward that is received damaged or defective may be returned to the shipper for replacement within thirty (30) days of delivery. All parts, instructions, warranty cards and original packaging materials must be returned with the merchandise Reward. There is no redemption fee. Applicable manufacturers' or providers' warranties, if any, will be included with your merchandise Reward. Warranty claims must be directed to the manufacturer or provider, as applicable. LANDMARK BANK, PROGRAM ADMINISTRATOR AND THEIR AFFILIATES MAKE NO REWARD, PRODUCT, OR MERCHANDISE REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY AND ALL LIABILITY AS TO THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF REWARDS, PRODUCTS, MERCHANDISE AND/OR SERVICES PROVIDED THROUGH THIS LANDMARK REWARDS PROGRAM. LANDMARK BANK, PROGRAM ADMINISTRATOR AND THEIR AFFILIATES WILL NOT BE LIABLE FOR ANY DEFECTS IN REWARDS, DAMAGES AND INJURIES RESULTING FROM USE OF ANY REWARDS MERCHANDISE PROVIDED THROUGH THE LANDMARK REWARDS PROGRAM.

#### **SHIPPING AND DELIVERY**

Any Reward that is shipped will ship UPS, USPS or an accepted domestic delivery service and will usually but not guaranteed be delivered within 2-4 weeks after your order is processed. Shipments cannot be made to a post office box, an APO address, or outside the 50 United States.

#### **COMMUNICATIONS**

Current Landmark Rewards Point balances are available online to registered users at [www.LandmarkBank.com/Rewards](http://www.LandmarkBank.com/Rewards). Landmark Bank may also communicate with you via mail, email, text message or telephone from time to time to alert you to special offers.

Despite the Landmark Rewards Program's best efforts to ensure accuracy, printing and website errors may occasionally occur. Landmark Bank reserves the right to correct such errors at any time.

#### **ELIGIBILITY**

If your Eligible Landmark Bank Card or any other Landmark Bank product, whether or not it is associated with an enrolled product, is past due, overdrawn, or otherwise not in good standing, as determined by Landmark Bank, you may not be permitted to redeem Landmark Rewards Points and no Landmark Rewards Points will be credited to your Landmark Rewards Account. This is true even if your eligible card or other product remains active. If you are no longer eligible, your Landmark Rewards account may be terminated and you may be required to forfeit Landmark Rewards Points earned. This forfeiture may apply to your entire Landmark Rewards balance, even if they were earned by an account that is in good standing.

If your Eligible Landmark Bank Card is closed for any reason, whether or not it is delinquent or in good standing, all Landmark Rewards Points in the related Landmark Rewards Account may be forfeited.

#### **ENFORCING THESE TERMS AND CONDITIONS**

Landmark Bank will not lose rights under the terms and conditions because we delay in enforcing them or fail to enforce them. This includes situations where we may enforce our rights under this terms and conditions for you, but fail or choose not to enforce our rights for another customer. At our discretion, we may also choose to enforce our rights on one customer or cardholder but not on another customer or cardholder of the same account without losing any of our rights under this agreement.

#### **DISCLAIMER**

Rewards are provided by Merchants who participate in the Landmark Rewards Program but are not affiliated with or sponsors of the Landmark Rewards Program. Fulfillment of Rewards is the sole responsibility of participating Merchants and Landmark Bank is not responsible for the performance by any merchant, service provider, or common carrier. Landmark Bank is not responsible for inaccuracies in Landmark Rewards Point accrual; lost, stolen or otherwise destroyed tickets, vouchers, certificates, gift cards, or merchandise; defective or damaged Rewards; or damages, injuries or loss resulting from or arising in connection with the use of any Rewards.

You agree to hold Landmark Bank and its affiliates, and any vendors or other providers associated with the Landmark Rewards Program harmless if Program Administrator fails to meet its contractual or other obligations, resulting in Landmark Rewards Program interruption or termination prior to your redeeming your Landmark Rewards Points or receiving your Rewards. You also agree to hold Landmark Bank and its affiliates harmless if a Landmark Rewards Program Merchant files for bankruptcy, or otherwise goes out of business after you have redeemed your Landmark Rewards Points for a Reward from the Merchant but before you receive or use the Reward.

#### **TERMINATION OR CHANGES TO THE LANDMARK REWARDS PROGRAM**

The Landmark Rewards Program may be modified, suspended or cancelled, and the redemption value of already accumulated points may be changed at any time without notice and without restriction or penalty. Changes to the Landmark Rewards Program may include, but are not limited to, modifications that affect point accrual and/or expiration of Landmark Rewards Points based on the point term, age and expiration date of the selected options(s). Reward orders must be received on or before the Landmark Rewards Program ends and/or any applicable Landmark Rewards Point expiration date. Landmark Rewards Points may be forfeited due to Rules violations. Landmark Bank may exercise its rights under this agreement at any time and a delay by Landmark Bank in exercising any right under these Rules does not mean that Landmark Bank has waived that right. This Landmark Rewards Program is void where prohibited or restricted by law. You are responsible for any applicable federal, state or local taxes.

These Rules are subject to change at any time without notice. The most current version of these Rules is available at [www.LandmarkBank.com/Rewards](http://www.LandmarkBank.com/Rewards). The use of your Account following receipt of these Rules, and any changes to the Rules made available to you will indicate your agreement to the Rules.

Rewards accumulated are not the property of the cardholder and cannot be bought, sold, or transferred (including upon your death or as part of a domestic relations settlement).